



WILLIAM T FUJIOKA
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

September 28, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

FOUR-YEAR LICENSE AGREEMENT - BOARD OF SUPERVISORS 700 EXPOSITION PARK DRIVE, LOS ANGELES (SECOND DISTRICT) (3 VOTES)

SUBJECT

This recommendation is for a four-year license agreement for approximately 3,465 square feet of office space to be used as an Environmental Service Center, Constituent Service Center, and Second District Field Office.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Consider the Negative Declaration, together with the fact that no comments were received during the public review process, find that the project will not have a significant effect on the environment, find that the Negative Declaration reflects the independent judgment of the County of Los Angeles to approve the Negative Declaration, find that the project will have no adverse effect on wildlife resources, and authorize the Chief Executive Office to complete and file a Certificate of Fee Exemption for the project.
2. Approve and instruct the Chair to sign the four-year license agreement with California Science Center (Licensor) for the occupancy of 3,465 square feet of office space and 15 parking spaces at 700 Exposition Park Drive, Los Angeles, for an Environmental Service Center, Constituent Service Center, and Second District Field Office. The annual rent of \$105,822 will be abated during the initial four-year term of the license based on the estimated cost of the tenant improvements to be constructed by the County.

Board of Supervisors

GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

"To Enrich Lives Through Effective And Caring Service"

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3. Authorize the Internal Services Department, at the direction of the Chief Executive Office, to construct County of Los Angeles and Licensor tenant improvements, acquire furniture, telephone, data and low voltage systems at a maximum project budget of \$1,059,000 is funded from the Second District Funds in the CEO Project and Facility Development Budget.
4. Authorize the Chief Executive Officer and the Director of Internal Services to implement the project. The license will be effective upon approval by your Board and subsequent approval by the Licensor. The term and abatement of rent for the initial four years will commence upon completion of the tenant improvements by the Internal Services Department and acceptance by the Licensor and the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The proposed license will provide for an Environmental Service Center, Constituent Service Center, and Second District Field Office (Center) at Exposition Park. Since January 13, 2009, the Second District Field Office staff have been occupying a portion of the office premises under a gratis Right-of-Entry permit which is currently operating on a month-to-month basis. The Exposition Park location offers a myriad of public and educational services from adjoining State government offices as well as the California Science Center, Natural History Museum, California African American Museum, University of Southern California, the Coliseum and Sports Arena. Exposition Park is a Southern California destination point and a valuable community resource that is conveniently located for public access to its many and varied services. The office is near public transportation routes and there is ample public parking on-site. The accessibility of this location will provide significant opportunities to offer services to the residents of the Second District. The new Expo Light Rail system will provide convenient public transit access just one block from the site.

In addition to constructing Tenant Improvements (TI) at the Center for the benefit of the County, the Internal Services Department (ISD) will also construct improvements for the Licensor as a condition of the agreement. Licensor improvements include construction of a new Community Room as well as improving a State Senate Field Office in space adjacent to the proposed County office space. The County's annual rent will be abated during the initial four-year term of the license in recognition of the costs incurred by the County to construct the Licensor's TI.

Environmental Service Center

The creation of the Environmental Service Center will allow staff to provide services that broadly support the regional and global climate change objectives of AB 32 and SB 37, including the promotion of green jobs, job training opportunities and access to environmental programs and products. In addition, the Community Room will be available to conduct informational, educational and departmental meetings for constituents on significant local and environmental issues.

Provision of conveniently located Environmental Service Centers throughout Los Angeles County is part of a Board-approved initiative to disseminate environmental information to constituents, to promote County sustainability programs, and to generally enhance environmental awareness and public participation.

Constituent Service Center

The Center will also function as a multi-purpose Constituent Service Center, providing constituents with directories and an access point to multiple County services. The Community Room will be programmed to support multiple County departments and programs in their service delivery activities.

Implementation of Strategic Plan Goals

The Countywide Strategic plan directs that we maximize the effectiveness of the County's processes, structure and operations to support timely delivery of customer-oriented and efficient public services (Goal 1). In this case, the Environmental Service Center, Constituent Service Center, and District Field Office provide easy access to information and services to residents in a centrally located destination.

FISCAL IMPACT/FINANCING

The recommended action will authorize ISD to construct the County and Licensor TI at an aggregate project cost not to exceed \$1,059,000. The total cost for each project is detailed as follows:

County: Environmental Service Center/Field Office

ISD's construction cost estimate for the Center is \$636,000. The project cost includes \$466,000 for County design and construction services including architectural, engineering, permits, fees, plan check, telecom and data and low voltage systems, a \$50,000 change order allowance, and \$120,000 for furniture to replace existing rented furniture.

State: California Science Center

ISD's construction estimate for the Licensor improvements is \$423,000. The project cost includes County design and construction services including architectural, engineering, permits, fees, and plan check. The project cost does not include furniture.

The total cost of the project of \$1,059,000 is funded from the Second District Funds in the CEO Project and Facility Development Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed license will serve as an Environmental Service Center, Constituent Service Center, and office space for the Second District Field Office. The proposed license will provide 3,465 rentable square feet of office space and 15 parking spaces. This agreement contains the following provisions:

- A four-year term and full rental abatement during initial term commencing after completion of the improvements by the County and acceptance by the Licensor.
- A modified-gross basis whereby the Licensor is responsible for operation and maintenance costs associated with the premises, including utilities. The County is responsible for janitorial expenses.
- A cancellation provision allowing the County to cancel the license after three years of the term with 90 days prior written notice.
- TI to be constructed by ISD at a cost not to exceed \$1,059,000, including a change order allowance of \$50,000, with furniture for the Center to be purchased by ISD through a County Agreement Vendor at a maximum cost of \$120,000.
- One four-year option to extend the license with 90 days prior written notice. The four-year option is subject to negotiation and mutual agreement of fair market rent to be paid by the County.

- The CEO, Real Estate staff conducted a survey within the project area to determine the availability of comparable, equally accessible, and more economical sites. Staff was unable to identify any other sites in the survey area that could suitably accommodate this requirement. Based upon said survey, staff has established that the rental range for similar space is up to \$42 per square foot per year on a modified-gross basis, including parking. Thus, the annual abated rent of \$31 per square foot per year modified-gross, including parking, represents a rate well within market range for the area. Attachment B shows County-owned or leased facilities within the service area. There are no suitable County-owned or leased facilities available for the program.

The Department of Public Works has inspected the facility and found it suitable for County occupancy. Construction of TI will be completed in compliance with the Americans with Disabilities Act (ADA) and building codes. Additionally, the Licensor will ensure ADA path of travel requirements are met.

NEGATIVE DECLARATION/ENVIRONMENTAL IMPACT RREPORT

The CEO has made an initial study of the environmental factors and has concluded that this project will have no significant impact on the environment and no adverse effect on the wildlife resources. Accordingly, a Negative Declaration has been prepared and a notice posted at the site as required by the California Environmental Quality Act and the California Administrative Code, Section 15072. Copies of the Negative Declaration as posted are attached. No comments to the Negative Declaration were received. A fee must be paid to the State department of Fish and Game when certain notices are filed with the Registrar-Recorder/County Clerk. The County is exempt from paying this fee when your Board finds that a project will have no impact on wildlife resources.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed license will provide the necessary office space for this County requirement. The Second District concurs with the proposed License recommendation.

The Honorable Board of Supervisors
September 28, 2010
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CONCLUSION

It is requested that the Executive Officer, Board of Supervisors return four originals of the executed license, two certified copies of the Minute Order, and the adopted, stamped Board letter to the CEO, Real Estate Division at 222 South Hill Street, 4th Floor, Los Angeles, CA 90012 for further processing.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'W. T. Fujioka', with a stylized flourish at the end.

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:BC:SK
WLD:CEM:MAC:hd

Attachments

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Internal Services

700ExpositionParkDrive.b

ENVIRONMENTAL SERVICE CENTER AND BOARD OFFICE
700 EXPOSITION PARK DRIVE, LOS ANGELES
Asset Management Principles Compliance Form¹

1.	<u>Occupancy</u>	Yes	No	N/A
A	Does license consolidate administrative functions? ²			X
B	Does license co-locate with other functions to better serve clients? ²	X		
C	Does this license centralize business support functions? ²			X
D	Does this license meet the guideline of 200 sq. ft of space per person? ² License represents approximately 266 square feet per person given the unique space requirement of the Environmental Service Center.		X	
2.	<u>Capital</u>			
A	Is it a substantial net County cost (NCC) program?	X		
B	Is this a long term County program?	X		
C	If yes to 2 A or B; is it a capital lease or an operating license with an option to buy?		X	
D	If no, are there any suitable County-owned facilities available?		X	
E	If yes, why is license being recommended over occupancy in County-owned space?			X
F	Is Building Description Report attached as Attachment B?	X		
G	Was build-to-suit or capital project considered? Space requirement does not meet criteria for this type of project.		X	
3.	<u>Portfolio Management</u>			
A	Did department utilize CEO Space Request Evaluation (SRE)?		X	
B	Was the space need justified?			X
C	If a renewal license, was co-location with other County departments considered?			X
D	Why was this program not co-located?			
	1. ___ The program clientele requires a "stand alone" facility.			
	2. ___ No suitable County occupied properties in project area.			
	3. <u>X</u> No County-owned facilities available for the project.			
	4. ___ Could not get City clearance or approval.			
	5. ___ The Program is being co-located.			
E	Is license a full service license? ² Licensors will not accept full-service license. County pays for janitorial.		X	
F	Has growth projection been considered in space request?			X
G	Has the Dept. of Public Works completed seismic review/approval?	X		
	¹ As approved by the Board of Supervisors 11/17/98			
	² If not, why not?			

**BOARD OF SUPERVISORS
SPACE SEARCH
WITHIN THE SECOND SUPERVISORIAL DISTRICT
THREE-MILE RADIUS FROM EXPOSITION PARK**

LACO	FACILITY NAME	ADDRESS	SQUARE GROSS	FEET NET	OWNERSHIP	SQ FT AVAILABLE
A424	DPSS-EQUITABLE PLAZA BUILDING	3435 WILSHIRE BLVD, L A 90010	65872	62578	LEASED	NONE
A578	AUDITOR - SHARED SERVICES INITIATIVE	3470 WILSHIRE BLVD, L A 90010	21500	20425	LEASED	NONE
A532	PH HEALTH-WILSHIRE METROPLEX BUILDING	3530 WILSHIRE BLVD, L A 90010	113027	101920	LEASED	NONE
A336	SHERIFF-WILSHIRE CENTRE BUILDING	3055 WILSHIRE BLVD, L A 90010	7755	7115	LEASED	NONE
A408	DCFS BORAX OFFICE	3075 WILSHIRE BLVD, L A 90010	132488	105568	LEASED	NONE
X317	DCSS-LE SAGE COMPLEX 4 STORY BUILDING	3175 W 6TH ST, L A 90020	52230	42341	OWNED	NONE
A413	HUMAN RESOURCES-WILSHIRE SQUARE 2 BLDG	3333 WILSHIRE BLVD, L A 90010	84058	72804	LEASED	NONE
A360	DPSS-METRO NORTH AP/ CALWORKS DIST OFFICE	2601 WILSHIRE BLVD, L A 90057	62000	60140	LEASED	NONE
B922	DPSS-WILSHIRE SPECIAL DISTRICT OFFICE	2415 W 6TH ST, L A 90057	46228	42065	LEASED	NONE
6518	THE ADAMS & GRAND BUILDING	2615 S GRAND AVE, L A 90007	215439	183874	OWNED	NONE
5353	DPSS-METRO SPECIAL DISTRICT OFFICE	2707 S GRAND AVE, L A 90007	115242	89650	OWNED	NONE
A405	BOS/ARTS COMMISSION-WILSHIRE-BIXEL BLDI	1055 WILSHIRE BL STE 800, L A 90017	7873	7479	LEASED	NONE
A388	ALT PUBLIC DEF-WILSHIRE-BIXEL BUILDING	1055 WILSHIRE BLVD, L A 90017	6500	6175	LEASED	NONE
6304	PROBATION-CRENSHAW AREA OFFICE	3606 W EXPOSITION BL, L A 90016	19112	14020	OWNED	NONE
6722	PUBLIC LIBRARY-VIEW PARK LIBRARY	3854 W 54TH ST, L A 90043	6983	6130	OWNED	NONE
5276	PH-DR RUTH TEMPLE PUBLIC HEALTH CENTER	3834 S WESTERN AVE, L A 90018	29023	16627	OWNED	NONE
A436	DPSS-EXPOSITION PARK FAMILY SERVICE CTR	3833 S VERMONT AVE, L A 90037	127511	109055	LEASED	NONE
A441	PROBATION-DAY REPORTING CENTER	5811 S SAN PEDRO ST, L A 90011	7650	7268	LEASED	NONE
C740	DPSS-FLORENCE AP DISTRICT OFFICE	1740 E GAGE AVE, L A 90001	60000	28601	OWNED	NONE
C741	DPSS-FOOD STAMPS/ FISCAL SERVICES OFFICE	6367 S HOLMES AVE, L A 90001	5220	3872	OWNED	NONE
Y425	PUBLIC LIBRARY-FLORENCE LIBRARY	1610 E FLORENCE AVE, L A 90001	5124	4448	OWNED	NONE
B995	DAVID V KENYON JUVENILE JUSTICE CENTER	7625 S CENTRAL AVE, L A 90001	17489	12335	OWNED	NONE
Y264	PROBATION-KENYON JUSTICE CENTER OFFICE	7672 S CENTRAL AVE, L A 90001	4505	2190	OWNED	NONE

DATE POSTED – August 31, 2009

NOTICE OF PREPARATION OF NEGATIVE DECLARATION

This notice is provided as required by the California Environmental quality Act and California Administrative Code Title 14 Division 6, Section 15072 (a) (2) B.

A Negative Declaration has been prepared for this site based on an Initial Study which consists of completion and signing of an Environmental Information Form showing background information as follows:

1. Name of Proponent - County of Los Angeles
Chief Executive Office
2. Address/Phone No. - 222 South Hill Street, 3rd Floor
Los Angeles, California 90012

<u>Agent</u>	<u>Telephone</u>
Miguel Covarrubias	(213) 974-4164
3. Date Information Form Submitted – August 31, 2009
4. Agency Requiring Information Form - Los Angeles County
Chief Executive Office
Real Estate Division
5. Name of Proposal, if Applicable -
6. Address of Facility Involved – 700 State Drive
Los Angeles, CA 90037

ORIGINAL FILED
SEP 01 2009
LOS ANGELES; COUNTY CLERK

Interested parties may obtain a copy of the Negative Declaration and the completed Environmental Information Form/Initial Study by contacting the Real Property Agent indicated under 2 above and referring to the proposal by name or to the facility by address.

Si necesita informacion en espanol, por favor de comunicarse con el agente designado, para asistencia en obtener una traduccion.

NEGATIVE DECLARATION

Department Name: Executive Office, Second Supervisorial District
Project: Constituent Service Center

Pursuant to Section 15072, California Environmental Quality Act and California Administrative Code Title 14, Division 6

1. Description of Project

The leasing of existing office space in an existing commercial building to be used by the County of Los Angeles, Executive Office, Second Supervisorial District as an Constituent Service Center.

2. a. Location of Project (plot plan attached)

700 State Drive
Los Angeles, CA 90037

b. Name of Project Proponent

County of Los Angeles
Chief Executive Office
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012

3. Finding for Negative Declaration

It has been determined that this project will not have a significant effect on the environment based on information shown in the attached Environmental Information Form dated October 18, 2006 which constitutes the Initial Study of this project.

4. Initial Study

An Initial Study leading to this Negative Declaration has been prepared by the Chief Executive Office and is attached hereto.

5. Mitigation Measures Included in Project

None required.

Date
August 31, 2009

Real Property Agent
Miguel Covarrubias

Telephone
(213) 974-4164

Google maps

Address 700 State Dr
Los Angeles, CA 90037

Get Google Maps on your phone

Text the word "GMAPS" to 466453



**COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE**

FOUR-YEAR LEASE

NEGATIVE DECLARATION

I. Location and Description of the Project

The proposed project is for the County of Los Angeles to lease facilities at 700 State Drive, Los Angeles, California, which will be used by the Executive Office, Second Supervisorial District for a Constituent Service Center (Center). The facility, located in the Second Supervisorial District approximately 6 miles from the Los Angeles Civic Center, includes approximately 3,465 square feet of commercial office space. The Center shall have use of approximately 20 off-street parking spaces for departmental staff and a onsite parking structure is available for use by the public. The Landlord has no expansion plans beyond the scope of this project.

II. Finding of No Significant Effect

Based on the attached initial study, it has been determined that the project will not have a significant effect on the environment.

III. Mitigation Measures

None required.

INITIAL STUDY

I. Location and Description of Project

These proposed leased premises are located at 700 State Drive, Los Angeles, located in the Second Supervisorial District approximately 6 miles West of the Los Angeles Civic Center and approximately 1 blocks West of the 110-Harbor (see attached map).

The building to be used is owned by The State of California, and is intended for use as office space. Located at the site are approximately 20 exclusive off-street parking spaces for the Second District Office use and public parking is available for use by the public.

This project consists of leasing this facility for four years in which will be located a Constituent Service Center for the Executive Office, Second Supervisorial District. It is anticipated that an average of 11 will be occupying the premises with the maximum employee occupancy anticipated to be approximately 6 per day. In addition to the employees, it is anticipated that an average of 10-15 members of the public per day will be visiting the facility for normal administrative purposes. No expansion of existing premises will occur for this project and no exterior alterations, except for interior tenant improvements and furnishings, will be performed for this project.

II. Compatibility with General Plan

This project site is currently designated as an Enterprise Zone in the County of Los Angeles General Plan and zoned OS-1SXL. The proposed project would be consistent with these designations.

III. Environmental Setting

The project site is located in an area of commercial type facilities. The site includes approximately 5,300 square feet of developed property. The site is located on State Drive within Exposition Park.

IV. Identification of Environmental Effects

- A. The impact of the proposed project on existing land forms will be negligible as no reshaping of the soil nor excavation nor foundations, utility lines, sewer lines or water lines is anticipated.
- B. The project will not conflict with adopted environmental plans and goals of the City of Los Angeles.

- C. The project will not have a substantial demonstrable negative aesthetic effect on the site. The existing facility will be continued to be maintained as part of the lease arrangement.
- D. No rare or endangered species of animal or plant or the habitat of the species will be affected by the project. Nor will it interfere substantially with the movement of any resident fish or wildlife species or migratory fish or wildlife species.
- E. The project will not breach published national, state or local standards relating to solid waste or litter control.
- F. Development will not substantially degrade water quality, contaminate water supply, substantially degrade or deplete ground water resources, or interfere substantially with ground water recharge.
- G. There are no known archeological sites existing at the project site.
- H. The proposed project will not induce substantial growth or concentration of population.
- I. The project will not cause a substantial increase to existing traffic. Nor will it affect the carrying capacity of the present street system. This is a government use of private property for legal services purposes. The County's use is in conformance with uses approved by the City of Los Angeles.
- J. The project will not displace any persons from the site.
- K. The project will not substantially increase the ambient noise levels to adjoining areas. Noise generated by the proposed County use does not exceed that previously experienced in the area when occupied by private tenants.
- L. The proposed developed project will not cause flooding, erosion or siltation.
- M. The project will not expose people or structures to major geologic hazards.
- N. The project is will not expend a sewer trunk line. All necessary utilities are available currently to the facility.
- O. No significant increased energy consumption is anticipated by the County's use of the premises as compared to previous uses.

- P. The project will not disrupt or divide the physical arrangement of established community; nor will it conflict with established recreational, educational, religious or scientific uses of the area.
- Q. No public health or safety hazard or potential public health or safety hazard will be created by this project.
- R. The project will not violate any ambient air quality standard, contribute substantially to an existing or projected air quality violation, or expose sensitive receptors to substantial pollutant concentrations.

V. Discussions of Ways to Mitigate Significant Effects

The proposed project is not expected to create any significant effects on the environment. To mitigate any effects upon the surrounding community the following measures will be implemented:

- A. None Required.

VI. Initial Study Preparation

This study was prepared by Miguel Covarrubias of the Los Angeles County Chief Executive Office, Real Estate Division. This study was completed on August 31, 2009.

**COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE
LICENSE AGREEMENT**

THIS LICENSE AND AGREEMENT ("License") is made and entered this ____ day of _____, 201_, by and between CALIFORNIA SCIENCE CENTER (a Department of the State of California) hereinafter referred to as the Licensors, and the COUNTY OF LOS ANGELES, a body politic and corporate, hereinafter referred to as the Licensee.

1. **DESCRIPTION OF PREMISES.** The Licensors, for and in consideration of the performance of the covenants and agreements hereinafter contained to be kept and performed by the Licensee, upon the following terms and conditions, hereby Licenses to the Licensee approximately 3,465 rentable square feet as shown on Exhibit A in the approximately 9,194 square foot building (the "Building") located at 700 Exposition Park Drive, Los Angeles, County of Los Angeles, California, and 15 parking spaces, which is located upon the real property described more particularly in Exhibit B attached hereto (the "Premises").

2. **TERM.** The term of this License shall be for a period of four (4) years (the "Initial Term") commencing upon Licensee's substantial completion of the Improvements described in Section 7 and ending four (4) years thereafter. Within 30 days of determining the commencement date of the Initial Term of the License, Licensors and Licensee shall acknowledge in writing the commencement date by executing a Commencement Date Memorandum and Confirmation of License Terms attached as Exhibit C.

3. **CONSIDERATION.** During the Initial Term, Licensee hereby agrees to pay a license fee of \$8,818.50 per month payable in advance by Auditor's General Warrant. Notwithstanding the foregoing, the license fee shall be abated during all four years of the Initial Term of the License to reimburse Licensee for the costs related to the Licensors Improvements constructed by Licensee (and as depicted on Exhibit A hereto), and such abatement shall not extend to any future optional term of the License. The license fee for any partial month shall be prorated in proportion to the number of days in such month.

4. **USE.** General office use for Los Angeles County Supervisor, Second District.

5. **CANCELLATION.** The Licensee shall have the right to cancel this License at any time after the 36th month upon thirty (30) days prior written notice to Licensors.

6. **HOLDOVER.** In case Licensee holds over beyond the end of the term provided with the consent express or implied of Licensors, such tenancy shall be from month-to-month only, subject to the terms and conditions of this License, but shall not be a renewal hereof, and the rent shall be at the rate prevailing under the terms of this License. Either party may during the holdover cancel this License by giving the other party not less than ninety (90) days prior written notice.

7. **LICENSEE AND LICENSOR TENANT IMPROVEMENTS.** Prior to the Commencement Date, Licensee shall construct the Licensee and Licensors Tenant Improvements (collectively, the "Improvements") in accordance with the space plan

approved by Licensee and Licensor and as shown on Exhibit A hereto. The cost of the Licensor Improvements shall be reimbursed to Licensee in the form of a license fee credit in accordance with Section 3 of the License.

8. REPAIR, MAINTENANCE, REPLACEMENT.

(a) Licensor Obligations. Licensor shall keep and maintain in good repair and working order and promptly make repairs to and perform maintenance upon and replace as needed: (i) the structural elements of the Building, including without limitation, all permanent exterior and interior walls, floors and ceilings, roof, concealed plumbing, stairways, concealed electrical systems; (ii) mechanical (including HVAC), electrical, plumbing and fire/life safety systems serving the Building; (iii) the Common Areas; (i.e., areas shared by tenants, guests and the general public) (iv) tube replacement as needed; and (v) exterior windows of the Building. Licensor, at its sole cost and expense, shall also perform all maintenance and repairs to the Premises, and shall keep the Premises in good condition and repair, including without limitation trash removal, reasonable wear and tear excepted.

(b) Licensee Obligations. Without limiting Licensor's Obligations, Licensee shall, at Licensee's sole expense, be responsible for janitorial, the cost of repairing any area damaged by Licensee or Licensee's agents, employees, invitees and visitors and the repair of low voltage electronic, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Licensee. All repairs and replacements shall: (i) be made and performed by contractors or mechanics approved by Licensee and Licensor, which consent shall not be unreasonably withheld or delayed; (ii) be at least equal in quality, value and utility to the original work or installation; and (c) be in accordance with all laws.

9. UTILITIES. Utilities are included in the monthly fee.

10. LICENSOR'S AND LICENSEE'S ACCESS. Licensor and Licensee shall permit Licensor or Licensee and its agent's access to the Premises and Common Areas on a seven day per week, 24 hour per day basis, subject to compliance with such reasonable security measures as shall from time to time to be in effect for the Premises.

11. NOTICES. Notices desired or required to be given by this License or by any law now or hereinafter in effect shall be given by enclosing the same in a sealed envelope with postage prepaid, certified or registered mail, return receipt requested, with the United States Postal Service.

Any such notice and the envelope containing the same shall be addressed to the Licensor as follows:

California Science Center
Attn: Mr. Jeffrey N. Rudolph, President
700 Exposition Park Drive
Los Angeles, CA 90037

Department of General Services
Real Estate Services Division
SOLD (L-M-22-10)
P.O. Box 989052
West Sacramento, CA 95798-9052
(916) 375-4025 (phone)

Department of General Services
Real Estate Services Division
SOLD (L-M-22-10)
707-3rd Street, MS-505
West Sacramento, CA 95605

The notices and envelopes containing the same shall be addressed to the Licensee as follows:

Board of Supervisors
Kenneth Hahn Hall of Administration, Room 383
500 West Temple Street
Los Angeles, CA 90012

with a copy to:

Chief Executive Office
Real Estate Division
222 South Hill Street, 3rd floor
Los Angeles, CA 90012
Attention: Director of Real Estate

or such other place as may hereinafter be designated in writing by the Licensor or Licensee except that Licensor shall at all times maintain a mailing address in California.

12. INSURANCE.

(a) Licensor's Insurance. During the term of this License Agreement the Licensor may elect to self-insure or maintain the following insurance:

(i) Commercial property insurance which shall (1) cover damage to Licensor's property, including improvements and betterments, from perils covered by the causes-of-loss special form (ISO form CP 10 30), and include ordinance or law coverage (and coverage against acts of terrorism to the extent such coverage is reasonably available and priced at commercially reasonable rates); and (2) be written for full replacement cost of the property, with a deductible of no greater than 5% of the property value. Insurance proceeds shall be payable to Licensor and Licensee as their interests may appear and be utilized for repair and restoration of the Premises.

(ii) Commercial General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate covering premises operation, products/completed operations, personal advertising/injury and contractual.

(iii) Failure by Licensor to maintain the insurance required by this Section and deliver evidence thereof as required by this License or to use any insurance proceeds to timely repair and restore the Premises shall constitute a material breach of this License.

(iv) Workers' compensation insurance (commercial or self-insured) as required by Labor Code 3700, and include Employer's Liability coverage with limits of not less than \$1 million each accident, disease and employee.

(b) Insurance Requirements. All insurance policies required to be maintained by Licensee under this License shall be issued by insurance companies which have a Best's Rating of "AVII" or better and which are qualified to do business in the State of California. All liability and property damage and other casualty policies of Licensors shall be written as primary policies, not contributing with, and not in excess of coverage which Licensee may carry. All or any portion of the coverages Licensors are required to maintain under this License may be maintained under a program of self-insurance.

(c) Certificates. Licensors and Licensee shall deliver on the Commencement Date of this License and thereafter at least 15 days prior to expiration of any insurance required to be carried hereunder, certificates of insurance evidencing this coverage with limits not less than those specified above. Certificates shall include the address of the licensed Premises and must document that each party has named the other as an additional insured (or its equivalent) on its general liability and property insurance policy, and that Licensee has been named a loss payee on Licensors' commercial property insurance policy, as required. Further, all certificates shall expressly provide that no less than 30 days' prior written notice shall be given to Licensee in the event of material change to, expiration or cancellation of the coverages or policies evidenced by the certificates. It is understood that if Licensee elects to self-insure as permitted above, Licensors shall have the same benefits and protections as if Licensee carried insurance with a third party insurance company satisfying the requirements of this License (including, without limitation, waiver of subrogation provisions).

(d) Waiver of Subrogation. Licensors and Licensee each hereby waive their rights of subrogation against one another to the extent it is covered by the property insurance, commercial general liability or workers compensation policies required to be carried hereunder. Licensors and Licensee shall cause its insurance carriers to consent to the foregoing waiver of rights of subrogation.

13. INDEMNIFICATION.

(a) Licensee shall indemnify and hold Licensors, its agents, officers and employees from any and all liability, claims, loss, damages or expenses (including defense costs and legal fees), arising from Licensee's activities on the Premises.

(b) Licensors agree to indemnify, defend and hold harmless Licensee, its Special Districts, elected and appointed officers, agents and employees, from and against any and all liability, including but not limited to demands, claims actions, costs and expenses (including attorney and expert witness fees), arising from Licensors' use or maintenance of the Premises.

14. **ASSIGNMENT SUBLETTING.** Licensee shall not sublet any part of the Premises nor assign this License.

15. GENERAL PROVISIONS.

(a) Waiver. The waiver by Licensor or Licensee of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein contained.

(b) Marginal Headings. The paragraph titles in this License are not a part of this License and shall have no effect upon the construction or interpretation of any part hereof.

(c) Time. Time is of the essence of this License and each and all of its provisions in which performance is a factor.

(d) Recordation. Neither party may record this License.

(e) Quiet Possession. Upon Licensee paying the License fee hereunder Licensee shall have quiet possession of the Premises for the entire term hereof subject to all the provisions in this License.

(f) Prior Agreements. This License contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this License and no prior agreements or understanding pertaining to any such matter shall be effective for any purpose. No provision of this License may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors-in-interest. This License shall not be effective or binding on any party until fully executed by both parties hereto.

(g) Force Majeure. In the event that either party is delayed or hindered from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials not related to the price thereof, failure of power, restrictive governmental laws and regulations, riots, insurrection, war or other reasons of a like nature beyond the control of such party, then performance of such acts shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

(h) Severability. Any provision of this License which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

(i) Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall wherever possible be cumulative with all other remedies at law or in equity.

(j) Choice of Law. This License shall be governed by the laws of the State of California, exclusive of conflict of law provisions.

(k) Interpretation. The language of this License shall be construed according to its fair meaning and not strictly for or against Licensor or Licensee.

(l) Lobbyists. Licensor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Licensor, shall

fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Licensor or any County lobbyist or County lobbying firm retained by Licensor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this License upon which County may immediately terminate or suspend this License. Licensor shall be subject to all applicable state rules and regulations.

16. **WARRANTY OF AUTHORITY.** Each of the undersigned signatories for the Licensor hereby personally covenant, warrant and guarantee that each of them, jointly and severally, have the power and authority to execute this License upon the terms and conditions stated herein and each agrees to indemnify and hold harmless the Licensee from all damages, costs, and expenses, which result from a breach of this material representation.

17. **CONFLICT OF INTEREST.** All parties will abide by the State of California, Fair Political Practice Commission's statutes and regulations regarding conflict of interest, lobbying and political campaigns.

18. **OPTION(S) TO EXTEND.**

(a) **Terms of Option(s).** Provided that no material Default has occurred and is continuing under the License at the time the option is exercised, this License may be renewed for an additional period of four years subject to the mutual agreement of both parties. (the "Extension Term").

(b) **Exercise of Option(s).** Licensee must exercise its option to extend this License by giving Licensor written notice of its intent to do so by Chief Executive Office letter no later than 90 days prior to the end of the initial Term. The actual exercise of the option shall be only by the Board of Supervisors of the County of Los Angeles or the Chief Executive Officer. The Licensor will respond to Licensee's notice in writing within 30 days and in its sole discretion, will either accept or reject the option. The actual exercise of the option term shall be with the California Science Center Board of Directors.

(c) **Terms and Conditions of Extension Term.** If mutually agreed by both parties, the Extension Term shall be on all the terms and conditions of the License, except that the license fee for the Extension Term shall reflect at least 90% of fair market value for rental space of similar facilities, to be determined by negotiation and mutual agreement of the parties. Licensee shall have the right to terminate this License during the Extension term at any time from the commencement of the Extension Term, by giving Licensor not less than 90 days prior written notice from the Chief Executive Officer of Licensee. Failure to accept/reject terms within 30 days will result in a holdover pursuant to Section 6.

IN WITNESS WHEREOF this License has been executed the day and year first above set forth.

LICENSOR:

CALIFORNIA SCIENCE CENTER

By: _____
Name: _____
Its: _____

DEPARTMENT OF GENERAL SERVICES

By: _____
Name: _____
Its: _____

STATE AND CONSUMER SERVICES
AGENCY

By: _____
Name: _____
Its: _____

LICENSEE:

COUNTY OF LOS ANGELES
a body politic and corporate

By: _____
Name: _____
Chair, Board of Supervisors

ATTEST:

Sachi A. Hamai
Executive Officer-Clerk
of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:
Andrea Sheridan Ordin
County Counsel

By: 
Amy M. Caves
Senior Deputy

EXHIBIT A

CALIFORNIA SCIENCE CENTER LICENSOR IMPROVEMENTS AND FLOOR PLAN OF PREMISES

Licensee shall construct Licensor improvements at a cost of \$423,288 for the following:

1. Construction including demolition, labor and materials.
2. Architectural and Engineering drawings and services.
3. Demolition of existing walls and doors as shown on drawings to create new rooms.
4. Install two one-hour fire rated, full height and sound insulated walls for the construction of the Community Room as shown on drawings.
5. Retrofit the existing north wall of the Community Center to a one-hour fire rated full height wall.
6. Modify and balance the HVAC ducting to extend through the new full height walls impacted by the removal and installation of walls as shown on drawings.
7. Install smoke detectors and fire dampers to HVAC ductwork as required by the State Fire Marshall.
8. Upgrade and/or replace the existing fire alarm system to include new pull stations, horn strobes, smoke detectors, fire dampers, duct detectors and the fire alarm control panel. Note: fire alarm system requires engineering and approval by the State Fire Marshal's Office prior to installation.
9. Fire caulk all penetrations of the fire rated walls with 3M CP 25N/S Fire Barrier or equivalent to meet NFPA code requirements.
10. Install new upper and lower cabinets with counter top, sink and plumbing in the expanded break room.
11. Cut out exterior wall to add nine new exterior windows as shown on drawings.
12. Patch and paint exterior/interior walls around windows and match existing finish with the same material, texture and color.
13. Separate Licensor and Licensees telephone/data cables and equipment into two independent multi-communication rooms/closets.
14. Install new conduit and voice/data cables as indicated on drawings.
15. Remove all vacated voice, data lines back to the server rack and telephone closet as shown on drawings.
16. Install new electrical panel(s) and conduit separating Licensor and Licensee electrical circuits as shown on drawings.

17. Modify light circuits to accommodate the revised floor plan layout including relocating existing switches or adding new switches as shown on drawings.
18. Provide and install new power, voice and data outlets along the new full height walls as shown on drawings. ITS will terminate, test certify voice and data cables.
19. Provide and install new light fixtures as needed to match existing as close as possible.
20. Remove voice/data cables and all power circuits from floor boxes previously servicing workstations and safety off the circuits at the nearest junction box or electrical panel.
21. Install new exit lights for the new door locations where required by the State Fire Marshal.
22. Saw cut, trench and intercept existing restroom waste line for a new 4" waste line, water lines and install vent line back to existing vent as shown on drawings.
23. Remove existing window along the south wall and saw cut concrete wall for new exterior door with panic hardware and lockset to comply with ADA requirements as shown on drawings.
24. Pour new concrete walkway from the new exterior door to existing promenade as shown on drawings.
25. Cut out exterior wall between existing windows of the new State Senate office and install new exterior door with panic hardware and lockset to comply with ADA requirements as shown on drawings.
26. Provide and install new doors leading into the Community Center and Senate office from the interior corridor with view ports including locksets as shown on drawings
27. Cut opening and install a new door between the State Senate office and adjacent office to the east as shown on drawings.
28. Provide and install new interior single sliding window with reception counter as shown on drawings.
29. Cover and patch abandoned floor electrical/data boxes prior to installation of new carpet.
30. Remove and install new carpet and base cove in the Community Room and Senate office.
31. Paint new walls and doors to match existing.

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

A PARCEL OF LAND LOCATED IN THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES, WITH A SITUS ADDRESS OF 700 STATE DR, LOS ANGELES CA 90037-1210 CURRENTLY OWNED BY STATE OF CALIF 6TH DIST/AGRICULTURAL ASSN HAVING A TAX ASSESSOR NUMBER OF 5037-028-905 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED AS SOUTHERN DIST AGRICULTURAL PARK AND ADJOINING LOTS HOOVER ST VAC AND 39TH ST ADJ ON W AND THAT PART OF LOT KNOWN AS EXPOSITION PARK LYING N ON E .

EXHIBIT C

COMMENCEMENT DATE MEMORANDUM
AND CONFIRMATION OF LICENSE TERMS

Reference is made to that certain license ("License") dated _____, 201__, between County of Los Angeles, a body politic and corporate ("Licensee"), and California Science Center ("Licensor"), whereby Licensee licensed to Licensee and Licensee licensed from Licensor certain premises in the building located at 700 Exposition Park Drive ("Premises"),

Licensor and Licensee hereby acknowledge as follows:

(1) Licensor delivered possession of the Premises to Licensee in a Substantially Complete condition on _____ ("Possession Date");

(2) Licensee has accepted possession of the Premises and now occupies the same;

(3) The License commenced on _____ ("Commencement Date");

(4) The Premises contain 3,465 rentable square feet of space; and

(5) Basic Rent per Month is \$8,818.50.

IN WITNESS WHEREOF, this Memorandum is executed this ____ day of _____, 201__.

"Licensee"

COUNTY OF LOS ANGELES,
a body politic and corporate

By: _____
Name: _____
Its: _____

"Licensor"

CALIFORNIA SCIENCE CENTER

By: _____
Name: _____
Its: _____